



Comptroller General
of the United States
Washington, D.C. 20548

137154

Decision

Matter of: Restec Contractors, Inc.
File: B-256492.2
Date: April 18, 1994

DECISION

Restec Contractors, Inc. protests the proposed award of a contract to Nesco International, Inc. under invitation for bids (IFB) No. GS-10P-94-LTCC-0006, issued by the General Services Administration for asbestos abatement. According to the protester, the IFB stated: "[t]he work areas and extent of removal are indicated on the contract drawings . . . and must be confirmed by the contractor during the mandatory walk through." Restec argues that Nesco's bid should have been rejected as nonresponsive because that firm failed to attend the required walk-through.

The protest, as filed with our Office, does not establish a basis for challenging the award and, accordingly, must be dismissed.

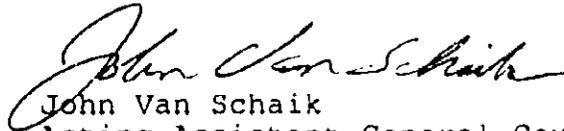
The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984, 31 U.S.C. §§ 3551-3556 (1988). Our role in resolving bid protests is to ensure that the statutory requirements for full and open competition are met. Brown Assocs. Mgmt. Servs., Inc.--Recon., B-235906.3, Mar. 16, 1990, 90-1 CPD ¶ 299.

To achieve this end, our Bid Protest Regulations require that a protest include a detailed statement of the legal and factual grounds of a protest, 4 C.F.R. §§ 21.1(c)(4) and 21.1(e) (1993). These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence that the protester will prevail in its claim of improper agency action. Robert Wall Edge--Recon., 68 Comp. Gen. 352 (1989), 89-1 CPD ¶ 335.

Nesco's failure to walk through the site had no affect on the validity of its bid. We have held that even where a site visit provision is written in mandatory terms, the failure to make such a visit does not require rejection of the bid; rather the provision is intended only as a warning that by failing to conduct the site visit, bidders are assuming any risk of increased performance costs due to

observable site conditions. See Fowe Contracting Serv., Inc., B-200549, Jan. 22, 1981, 81-1 CPD ¶ 40. Thus, the protest does not indicate that the proposed award would violate applicable procurement laws or regulations.

Accordingly, the protest is dismissed.


John Van Schaik
Acting Assistant General Counsel

'Restec also questions Nesco's ability to perform the contract. A determination that a bidder is capable of performing a contract, i.e., an affirmative determination of responsibility, will not be reviewed by our Office absent limited circumstances not present here. 4 C.F.R. § 21.3(r)(5). We therefore dismiss this protest basis.